

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

YSAURA MEZON, individually and as parent :
of O.M.; LUCIA MEJIA, individually and as :
parent of E.V.; MARIA PIRIR, individually and as :
parent of M.P.; JUAN CRUZ ESTEVEZ, :
individually and as parent of Y.T.; on behalf of :
themselves and all others similarly situated, :
Plaintiffs, :

v. :

1:24-cv-00161-JJM-LDA

PROVIDENCE PUBLIC SCHOOL :
DEPARTMENT; PROVIDENCE PUBLIC :
SCHOOL BOARD; RHODE ISLAND :
DEPARTMENT OF EDUCATION; and :
ANGÉLICA INFANTE-GREEN, :
Commissioner of Education, :
Defendants :

**FIRST SUPPLEMENTAL AFFIDAVIT OF DR. KELVIN ROLDÁN IN SUPPORT OF
THE MOTION FOR SUMMARY JUDGMENT OF DEFENDANTS RHODE ISLAND
DEPARTMENT OF EDUCATION, ITS COMMISSIONER, AND THE
PROVIDENCE PUBLIC SCHOOL DEPARTMENT**

KELVIN ROLDÁN, Ed.L.D., in his capacity as Deputy Commissioner for System
Transformation at the Rhode Island Department of Elementary and Secondary Education
("RIDE"), being duly sworn, hereby deposes and states as follows:

1. I am making this First Supplemental Affidavit in the above capacity in support of
the motion for summary judgment of Defendants, RIDE, ANGÉLICA INFANTE-GREEN, in her
official capacity as Commissioner of Education (the "Commissioner") and THE PROVIDENCE
PUBLIC SCHOOL DEPARTMENT ("PPSD") (collectively, the "Defendants").

2. In my April 26, 2024, affidavit submitted in the above action, I stated that since
entering into the August 9, 2018 Settlement Agreement with the Department of Justice (the

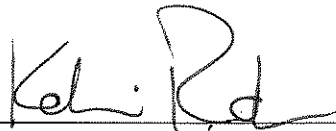
“DOJ”) and the extension of that agreement on September 29, 2021 (collectively, the “Settlement Agreement”), the District had worked diligently to ensure compliance with its terms and serve its multilingual (“MLL”) students, and was in compliance with all nine (9) key areas identified by the DOJ.

3. I also stated that the District had demonstrated that it was ready to exit the Settlement Agreement, as extended, which was to expire on May 15, 2024.

4. However, after I signed my affidavit in the above action on April 26, I was informed that The Newcomer Academy, (the “Academy”), a new school that opened this year inside the Providence Career & Technical Academy, lacked a stand-alone English language development class and thus was out of compliance with the Settlement Agreement.

5. The Academy was designed for recent immigrants over the age of seventeen (17) with limited or interrupted education who are at least two years behind in credits and was designed to provide a more flexible schedule, recognizing that many of these students work jobs outside of school and are at high risk of dropping out.

6. None of the students at 360 will transfer into the Academy, and, based upon by personal observations and conclusions with PPSD’s staff and its legal counsel, it is my opinion that the issues that have recently come to light at the Academy are not reflective of the practice at other PPSD high schools, all of which are in compliance with the terms of the Settlement Agreement.



KELVIN ROLDÁN, Ed.L.D.,
in his capacity as Deputy Commissioner

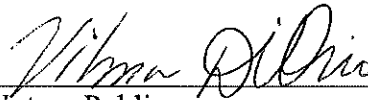
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

Sworn to before me this 15th day of May, 2024.

VILMA L. DIORIO
NOTARY PUBLIC

ID# 754901

STATE OF RHODE ISLAND



Notary Public

My Commission expires: 1/22/2025

CERTIFICATION

I hereby certify that on this 15th day of May, 2024, I caused this document to be filed with the Court's electronic filing system and served by electronic mail upon Jennifer Wood, Esq. at jwood@centerforjustice.org and John Kawashan, Esq., at jkawashan@centerforjustice.org. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ A.F. Cottone
